

Special Business Meeting

Tuesday, March 7, 2023 5:00 PM

Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

1) **Call to Order and Roll Call**

2) **Adoption of the Agenda**

3) **Action Items**

3)a. Interim Superintendent Contract

4) **Adjournment**

Interim Superintendent Contract

This Contract is entered into between the Board of Education of Special School District No. 1 (hereinafter, "School District"), and Rochelle Cox (hereinafter, "Interim Superintendent"), a legally qualified and licensed Superintendent who agrees to perform the duties of Superintendent of the School District.

ARTICLE I: DURATION

This Contract is for the period of July 1, 2023 through June 30, 2024. This Contract shall terminate June 30, 2024 or by mutual consent of the Parties.

ARTICLE II: TERMINATION AND CONTINUED EMPLOYMENT

1. Termination for Cause.

The Interim Superintendent's employment may be terminated during the term of this contract only for cause as defined in Minn. Stat. §122A.40, Subds. 9 or 13.

Except for purposes of describing grounds for discharge, the provisions of Minn. Stat. §122A.40 shall not be applicable. If the School Board proposes to terminate the Interim Superintendent during the Contract term for cause as described in Minn. Stat. §122A.40, Subds. 9 or 13, it shall notify the Interim Superintendent in writing of the proposed grounds for termination. The Interim Superintendent shall be entitled to a hearing before an arbitrator, provided the Interim Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services ("BMS") for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Interim Superintendent may be suspended with pay pending final determination by the arbitrator. If the Interim Superintendent fails to request a hearing as provided herein within fifteen (15) calendar days after receipt of the written notice of the proposed termination, it shall be deemed acquiescence by the Interim Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Interim Superintendent shall have no further claim or recourse.

2. Continued Employment

When this Contract ends, the Interim Superintendent will have the right to return to the position of Associate Superintendent, or other position as determined by the new Superintendent that does not constitute a demotion.

ARTICLE III: LICENSE

The Interim Superintendent shall furnish the School Board, throughout the life of this

Contract, a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV: DUTIES

The Interim Superintendent shall have charge of the administration of the school district and schools. The Interim Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Interim Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District; shall select all personnel; shall suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties of the office of the Interim Superintendent and such other duties as may be prescribed by the School Board within the described job duties herein of the Interim Superintendent. The Interim Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Interim Superintendent shall attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE V: EVALUATION

The evaluation of the Interim Superintendent shall be conducted in accordance with School Board policy. The two parties shall mutually develop the evaluation instruments, which may include a self-evaluation component.

ARTICLE VI: COMPENSATION

The Interim Superintendent shall be compensated at a salary of \$230,000 annually. The Interim Superintendent shall also be eligible for the following specific benefits during the term of this Contract:

ARTICLE VII: BENEFITS

Except as otherwise provided in this Contract, the Interim Superintendent will receive the leave and benefits as outlined in the Non-Represented Employee Compensation and Benefits Plan

1. Basic Work Year.

The Interim Superintendent's duty year shall be for the entire period of the Contract, and the Interim Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Interim Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation Leave.

The Interim Superintendent shall have 35 working days of paid vacation at the

commencement of the Contract. Upon Contract expiration, the Interim Superintendent shall be entitled to payment for any unused vacation days, accrued and earned. Cash out shall be at a per-day rate.

3. Sick Leave.

The Interim Superintendent shall have 12 days for paid sick leave at the commencement of the Contract. Unused sick leave days shall be paid to the Interim Superintendent upon Contract expiration. Cash out shall be at a per-day rate.

4. Disability.

If the Interim Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 66.67 percent of the Interim Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

5. Medical Leave.

The Interim Superintendent and School District agree to incorporate by reference and be bound by the provisions of Minn. Stat. §122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

If the Interim Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long-term disability compensation and has not been suspended or placed on leave of absence pursuant to Minn. Stat. §122A.40, Subd. 12, the Interim Superintendent shall, upon request, be granted a medical leave of absence up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Interim Superintendent is expected to be able to resume normal responsibilities. The Interim Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Interim Superintendent shall pay the entire premium for such programs as the Interim Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Interim Superintendent voluntarily waives any right to a leave of absence to which the Interim Superintendent might otherwise be entitled pursuant to Minn. Stat. §122A.40, Subd. 12.

6. Health and Hospitalization, Vision and Dental.

The School District shall provide the Interim Superintendent and the Interim Superintendent's dependents with health and hospitalization, vision, and dental insurance coverage under the School District's group plans. The Interim Superintendent agrees to pay the employee share of the cost of such coverage on the same basis as the employee share of the cost of such coverage that is payable by employees who have coverage pursuant to the

Non-Represented Employee Compensation and Benefit Plan.

Alternatively, the Interim Superintendent may waive health and hospitalization, vision, and dental insurance individual and dependent coverage upon demonstrating proof of other coverage. In the event the Interim Superintendent waives coverage, the School District shall provide to the Interim Superintendent an amount equal to the School District's share of the costs ("School District Costs") of the Non-Represented Employee Compensation and Benefit Plan, which shall be paid to the Interim Superintendent in the manner requested by the Interim Superintendent.

7. Life Insurance.

The School District shall provide a group term life insurance plan in an amount two and a half the base salary for the Interim Superintendent, payable to the Interim Superintendent's named beneficiary, at the expense of the School District.

8. Short and Long Term Disability Insurance.

The School District shall provide, at School District expense, short and long term disability insurance coverage for the Interim Superintendent under the School District's group plans.

9. Liability Insurance.

The School District shall provide, at School District expense, liability insurance naming the Interim Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

10. Claims against the School District.

The eligibility of the Interim Superintendent or the Interim Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

11. Health Savings Account.

The School District shall make a contribution in the amount of \$2,000 during the term of this Agreement to a health savings account established for the Interim Superintendent. The contribution shall be made within 30 days after the commencement of the Contract.

12. Retirement Plans.

The Interim Superintendent will be eligible to participate in all retirement plans which are available to employees in the Non-Represented Employee Compensation and Benefit Plan.

These retirement plans are the State of Minnesota Deferred Compensation Plan (457) and the Special School District 1 403(b) Plan. The School District shall pay the employer match at the statutory maximum amount.

13. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Interim Superintendent arising out of or in connection with the Interim Superintendent's employment, and the Interim Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

14. Automobile Allowance.

The School District shall provide the Interim Superintendent with a monthly allowance of \$450 for business use of the Interim Superintendent's private automobile, pursuant to Minn. Stat. "71.665, Subd. 3.

15. Conferences and meetings.

The School District shall pay all legally valid expenses and fees for the Interim Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Interim Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Interim Superintendent shall file itemized expense of statements to be processed and approved as provided by law.

16. Business Expenses and Support.

The School District shall provide the Interim Superintendent with the technology and related support necessary to carry out the duties in an efficient and effective manner, and the School District shall reimburse all of the Interim Superintendent's reasonable and necessary business expenses incurred in the performance of the duties, including but not limited to a cellular phone and a laptop computer.

17. Dues.

The Interim Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for professional and educational organizations as are required, directed, or permitted by the School Board. The Interim Superintendent shall present appropriate statements for approval as provided by law.

18. Personal and Professional Activities.

Separate and apart from any other provision in this Contract, the Interim Superintendent may utilize ten (10) working days, without compensation other than honorarium, and engage in personal and professional activities that are not in conflict with School District duties.

This Contract shall be effective only upon signatures of the Interim Superintendent and the officers of the School Board as a result of proper action by the School Board.

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have
subscribed my signature this ____
day of _____, 2023.

IN WITNESS WHEREOF, we have
subscribed our signatures this ____
day of _____, 2023.

Rochelle Cox
Interim Superintendent

Sharon El-Amin
School Board Chair

Lori Norvell
School Board Clerk